

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM307319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIEDBARTON SECURITY SERVICES LLC		02/14/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, AS COLLATERAL AGENT		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	2680917	ALLIED SECURITY	
Registration Number:	2683440	ALLIED S E C U R I T Y QUALITY PEOPLE QU	
Registration Number:	3144421	ALLIEDBARTON	
Registration Number:	3144420	ALLIEDBARTON	
Registration Number:	3830231	ALLIEDBARTON AMBASSADOR	
Registration Number:	3728360	ALLIEDBARTON EDGE	
Registration Number:	3751627	ALLIEDBARTON EDGE EDUCATE DEVELOP GROW E	
Registration Number:	3152959	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	3223891	ALLIEDBARTON SECURITY SERVICES	
Registration Number:	2860459	AMERISEC	
Registration Number:	1287491	BARTON	
Registration Number:	1295160	BARTON PROTECTIVE SERVICES INC.	
Registration Number:	3722330	EDGE	
Registration Number:	3050223	INTELLIGENCE WITH DILIGENCE	
Registration Number:	3618828	LOCAL RESPONSE NATIONAL SUPPORT	
Registration Number:	3264471	SYSTEMSWATCH	
Registration Number:	2769097	VANELLA	
Registration Number:	2769099	VANELLA INFORM:EMPOWER:EMPLOY	
Registration Number:	2331767	STAT AMERICA	
TRADEMARK			

OP \$590.00 2680917

Property Type	Number	Word Mark
Registration Number:	4071998	THE MOST HONORED SECURITY OFFICER SERVIC
Registration Number:	4064791	SECURE THE BEST
Registration Number:	4271334	ALLIEDBARTON
Registration Number:	4385210	HIRE OUR HEROES

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39572
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	06/10/2014
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Total Attachments: 7

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SECOND LIEN TRADEMARK SHORT-FORM SECURITY AGREEMENT dated as of February 14, 2014 (this “**Agreement**”), among ALLIEDBARTON SECURITY SERVICES LLC, a Delaware limited liability company (the “**Grantor**”), and CREDIT SUISSE AG, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Second Lien Intellectual Property Security Agreement dated as of February 14, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Allied Security Holdings LLC, a Delaware limited liability company (the “**Borrower**”), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent and (b) the Second Lien Credit Agreement dated as of February 14, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, AB Capital Holdings LLC, a Delaware limited liability company, AB Intermediate Holdings, Inc., a Delaware corporation, the other Guarantors from time to time party thereto, Credit Suisse AG, as Administrative Agent and as Collateral Agent, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

all of the following now owned or hereafter acquired by the Grantor arising under the laws of the United States:

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”),

(b) all goodwill associated with or symbolized by the Trademarks and

(c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Intercreditor Agreement referred to below), including liens and security interests granted to Credit Suisse AG, as collateral agent, pursuant to or in connection with the First Lien Credit Agreement, dated as of February 14, 2014, among Parent, Intermediate, the Borrower, the lenders from time to time party thereto, Credit Suisse AG, as administrative agent and collateral agent and the other parties thereto, as further amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Junior Lien Intercreditor Agreement dated as of February 14, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Credit Suisse AG, as First Lien Collateral Agent, Credit Suisse AG, as Second Lien Collateral Agent, Parent, Intermediate, the Borrower and its subsidiaries and affiliated entities party thereto. In the event of any conflict between the terms of the Junior Lien Intercreditor

Agreement and the terms of this Agreement, the terms of the Junior Lien Intercreditor Agreement shall govern.

**SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY,
AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF
NEW YORK.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.


ALLIEDBARTON SECURITY SERVICES LLC,
as the Grantor


By: 

Name: William A. Torzolini

Title: Senior Vice President, Chief
Financial Officer and Treasurer

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

By: 
Name: Michael Spaight
Title: Authorized Signatory

By: 
Name: Michael D'Onofrio
Title: Authorized Signatory

Schedule I

United States Trademarks and Trademark Applications

Trademark	Record Owner	Reg. No.
ALLIED SECURITY	AlliedBarton Security Services LLC	2680917
ALLIED SECURITY QUALITY PEOPLE QUALITY TRAINING QUALITY SECURITY (Stylized)	AlliedBarton Security Services LLC	2683440
ALLIEDBARTON	AlliedBarton Security Services LLC	3144421
ALLIEDBARTON (Stylized)	AlliedBarton Security Services LLC	3144420
ALLIEDBARTON AMBASSADOR	AlliedBarton Security Services LLC	3830231
ALLIEDBARTON EDGE	AlliedBarton Security Services LLC	3728360
ALLIEDBARTON EDGE Educate Develop Grow Engage and Design	AlliedBarton Security Services LLC	3751627
ALLIEDBARTON SECURITY SERVICES	AlliedBarton Security Services LLC	3152959
ALLIEDBARTON SECURITY SERVICES (Stylized)	AlliedBarton Security Services LLC	3223891
AMERISEC	AlliedBarton Security Services LLC	2860459
BARTON	AlliedBarton Security Services LLC	1287491
BARTON PROTECTIVE SERVICES, INC.	AlliedBarton Security Services LLC	1295160
EDGE	AlliedBarton Security Services LLC	3722330
INTELLIGENCE WITH DILIGENCE	AlliedBarton Security Services LLC	3050223
LOCAL RESPONSE NATIONAL SUPPORT	AlliedBarton Security Services LLC	3618828
SYSTEMSWATCH	AlliedBarton Security Services LLC	3264471
VANELLA	AlliedBarton Security Services LLC	2769097
VANELLA INFORM: EMPOWER: EMPLOY and DESIGN	AlliedBarton Security Services LLC	2769099

Trademark	Record Owner	Reg. No.
STAT AMERICA (Stylized)	AlliedBarton Security Services LLC	2331767
THE MOST HONORED SECURITY OFFICER SERVICES COMPANY	AlliedBarton Security Services LLC	4071998
SECURE THE BEST	AlliedBarton Security Services LLC	4064791
ALLIEDBARTON	AlliedBarton Security Services LLC	4271334
HIRE OUR HEROES	AlliedBarton Security Services LLC	4385210